

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N. Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

RECORDATION NO. *7484-13* Filed 1425

SEP 14 1979 - 1 52 PM September 12, 1979

INTERSTATE COMMERCE COMMISSION

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

SEP 14 1979
Date
Fee \$10.00

ICC Washington, D. C.

Re: Equipment Trust Agreement, dated as of
April 1, 1974, between Citibank, N.A.,
as Trustee, and Union Pacific Railroad
Company (Recordation No. 7484), as amended
by an Amendatory Agreement (Recordation
No. 7484-A)

Dear Mrs. Mergenovich:

Enclosed herewith are executed Counterparts
Nos. 1 through 6 of a Second Supplemental Agreement,
dated as of August 1, 1979, between Citibank, N.A.,
as Trustee, and Union Pacific Railroad Company, amend-
ing and supplementing the above captioned Equipment
Trust Agreement.

After filing and recordation, at least four
of the Counterparts should be returned to the under-
signed or given to the bearer of this letter.

Also enclosed is a check payable to the order
of the Interstate Commerce Commission in payment of the
fee associated with the filing and recordation of this
document.

Very truly yours,

Kendore P. Jones

KPJ:b
Encls.

RECEIVED
SEP 14 1979
N.Y.C.

This Second Supplemental Agreement has been executed
in 10 original counterparts of which this is
counterpart 2

RECORDATION NO. 7484-B Filed 1425

SECOND SUPPLEMENTAL AGREEMENT,
DATED AS OF AUGUST 1, 1979, SEP 14 1979 - 1 55 PM
BETWEEN
CITIBANK, N.A., TRUSTEE INTERSTATE COMMERCE COMMISSION
AND UNION PACIFIC RAILROAD COMPANY

This SECOND SUPPLEMENTAL AGREEMENT, dated as of
August 1, 1979, between CITIBANK, N.A. (formerly First
National City Bank), a national banking association incor-
porated and existing under the laws of the United States of
America, as Trustee (hereinafter called the Trustee), and
UNION PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter
called the Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore
entered into (i) an Equipment Trust Agreement, dated as of
April 1, 1974, which was filed and recorded pursuant to Section
20c of the Interstate Commerce Act (hereinafter called the Act)
on April 23, 1974, and assigned Recordation No. 7484, and (ii)
an Amendatory Agreement, dated as of December 1, 1974, amending
such Equipment Trust Agreement, which was filed and recorded
pursuant to Section 20c of the Act on December 20, 1974, and
assigned Recordation No. 7484-A (such Equipment Trust Agree-
ment, as amended by such Amendatory Agreement, is hereinafter
called the Agreement); and

WHEREAS, pursuant to the Agreement the Trustee has
issued \$15,000,000 aggregate principal amount of Union Pacific
Equipment Trust No. 4 of 1974 Equipment Trust Certificates
(hereinafter called the Trust Certificates); and

WHEREAS, certain of the Trust Equipment specifically described in the Agreement has been destroyed, constituting a Casualty Occurrence under Section 4.7 of the Agreement, and the Company has deposited with the Trustee Replacement Funds equal to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 4.9 of the Agreement and has contracted or will contract for the construction and transfer to the Trustee of such additional Equipment; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 4.3 of the Agreement, desire to execute and deliver this Second Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interests of the holders of the Trust Certificates, or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company, as promptly as possible hereinafter, shall cause to be constructed and shall cause to be sold, assigned and transferred and set over unto the Trustee, subject to all of the terms of the Agreement, the following new standard-gauge railroad equipment (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
14	100-ton, 61' bulkhead flat cars, Class F-100-14, Portec, Inc., builder, to be numbered UP 215693 to UP215706, both inclusive	\$ 47,500	\$ 665,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.4 and 4.9 of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after April 1, 1974.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.


(6) Except as amended and supplemented hereby, the Agreement shall remain in full force and effect.

(7) This Second Supplemental Agreement has been simultaneously executed in several counterparts each of which shall be deemed to be an original and all such counterparts shall together constitute but one and the same instrument.

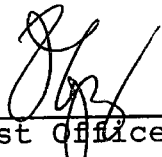
IN WITNESS WHEREOF, the Company and the Trustee
have caused their names to be signed hereto by their
officers thereunto duly authorized and their corporate
seals, duly attested, to be hereunto affixed as of the day
and year first above written.

CITIBANK, N.A.,
as Trustee

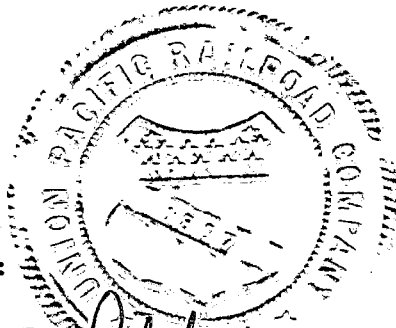
(SEAL)

By: 
Senior Trust Officer

ATTEST:


Trust Officer


(SEAL)



ATTEST:

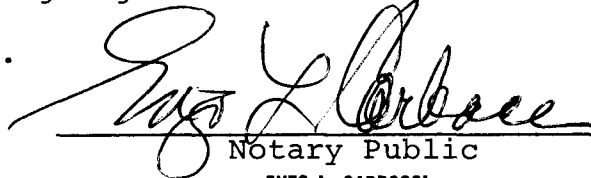

Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By: 
Vice President and Treasurer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 31st day of August, 1979, before me personally appeared RALPH E. JOHNSON, to me known, who being by me duly sworn, says that he is a Senior Trust Officer of CITIBANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

ENZO L. CARBOCCI

Notary Public, State of New York

No. 43-5605595

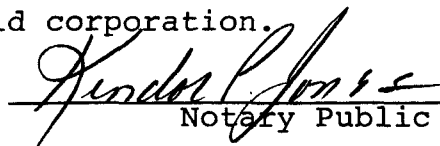
Qualified in Richmond County

Cert. filed in New York County

Term Expires March 30, 1980

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28th day of August, 1979, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is Vice President and Treasurer of UNION PACIFIC RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

KENDOR P. JONES

Notary Public, State of New York

No. 31-7115525

Qualified in New York County

Commission Expires March 30, 1980